

Attachment 18

Stock Purchase Agreement Amendment

**FIRST AMENDMENT TO
STOCK PURCHASE AGREEMENT**

This FIRST AMENDMENT TO THE STOCK PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of October 31, 2012, by and among NORTHWEST PHYSICIANS NETWORK OF WASHINGTON, LLC, a Washington limited liability company ("NPN"), PHYSICIANS OF SOUTHWEST WASHINGTON, L.L.C., a Washington limited liability company ("PSW," together with NPN, are collectively "Sellers"), SOUNDPATH HEALTH, INC., a Washington corporation (the "Company"), and COLLABHEALTH PLAN SERVICES, INC., a Colorado corporation ("Buyer").

RECITALS

WHEREAS, Sellers, Buyer and the Company are parties to that certain Stock Purchase Agreement dated as of October 18, 2012 (the "Purchase Agreement");

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, pursuant to Section 9.1 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties to this First Amendment agree as follows:

AGREEMENT

1. Amendment to Section 1.7(a). Section 1.7(a) is hereby amended by deleting Sections 1.7 (a)(xxiii) and (xxiv) in their entirety and replacing them with the following:

“(xxiii) A tax clearance letter related to the Company issued by the Washington Department of Revenue;

(xxiv) A release whereby NPN releases the Company from any and all claims existing as of the Closing Date, whether known or unknown, in form and substance mutually acceptable to the Parties;

(xxv) A release whereby PSW releases the Company from any and all claims existing as of the Closing Date, whether known or unknown, in form and substance mutually acceptable to the Parties; and

(xxvi) Such other agreements, instruments and documents as are required under this Agreement to be executed at Closing.”

2. Amendment to Section 1.7(b). Section 1.7(b) is hereby amended by deleting Sections 1.7 (b)(xiii) and (xiv) in their entirety and replacing them with the following:

“(xiii) A counterpart to the Closing Statement, duly executed by Buyer;

(xiv) A guaranty whereby Catholic Health Initiatives, a Colorado nonprofit corporation ("CHI"), guarantees certain of Buyer's obligations under the Shareholder Agreement, executed by CHI, in form and substance mutually acceptable to the Parties; and

(xxvi) Such other agreements, instruments and documents as are required under this Agreement to be executed at Closing."

3. Amendment to Section 5.1. Section 5.1 is hereby amended by inserting the following new Section 5.1(r) after Section 5.1(q):

"(r) The Company shall have adopted amendments to two (2) different documents: (i) an amendment to their Change of Control Termination Policy, in form and substance previously agreed to by the Parties; and (ii) an amendment to that certain Employee Retention and Severance Agreement by and between Dr. William Ze'ev Young ("Dr. Young") and the Company dated September 21, 2012, pursuant to which certain severance benefits will not be awarded to Dr. Young if Dr. Young receives a comparable offer of employment from the Buyer, in form and substance previously agreed to by the Parties."

4. General. Except as modified herein, the Purchase Agreement remains in full force and effect. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes. The captions and headings used in this First Amendment are inserted for convenience only and shall not be deemed to constitute part of this First Amendment or to affect the construction or interpretation hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

THE COMPANY:

SOUNDPATH HEALTH, INC.

By: Christine M. Tomcala
Name: Christine M. Tomcala
Title: CEO

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: Mark Bjornson
Name: Mark Bjornson
Title: CEO

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

THE COMPANY:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: Patricia C. Briggs
Name: Patricia C. Briggs
Title: CEO

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

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THE COMPANY:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: Mariella Cummins
Name: MARIELLA CUMMINS
Title: CEO

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: _____
Name: _____
Title: _____

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Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

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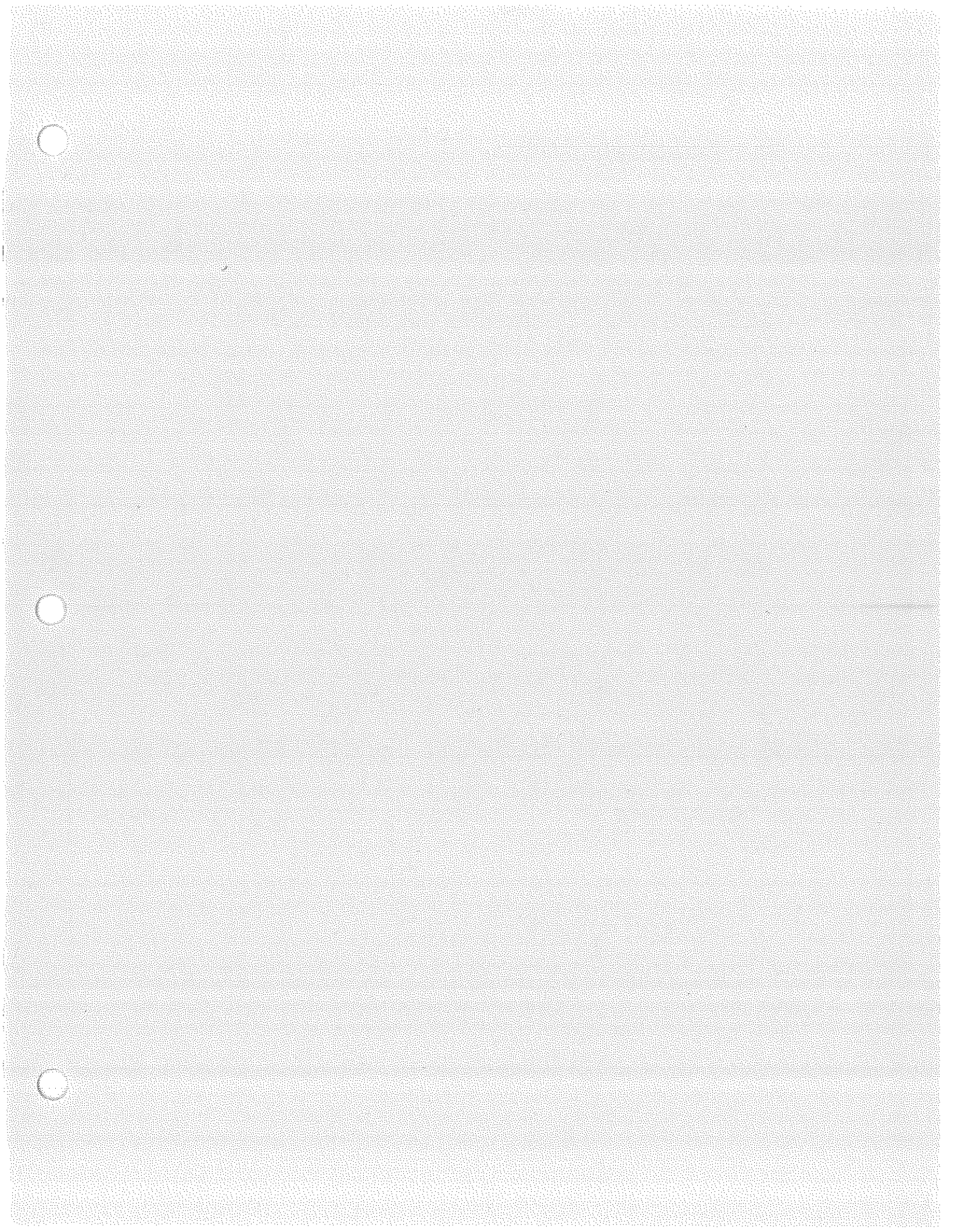
**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: Mark Bjorason
Name: Mark Bjorason
Title: CEO



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[SIGNATURE PAGE FOLLOWS]

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THE COMPANY:

SOUNDPATH HEALTH, INC.

By: Christine M. Torucala
Name: Christine M. Torucala
Title: CEO

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: _____
Name: _____
Title: _____

BUYER:

COLLABHEALTH PLAN SERVICES, INC.

By: Mark Bjornson
Name: Mark Bjornson
Title: CEO

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THE COMPANY:

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Title: _____

SELLERS:

**NORTHWEST PHYSICIANS NETWORK OF
WASHINGTON, LLC**

By: Patricia C Briggs
Name: Patricia C Briggs
Title: CEO

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: _____
Name: _____
Title: _____

BUYER:

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WASHINGTON, LLC**

By: _____
Name: _____
Title: _____

**PHYSICIANS OF SOUTHWEST
WASHINGTON, L.L.C.**

By: Mariella Cummings
Name: MARIELLA CUMMINGS
Title: CEO

BUYER:

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